

HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

HOLLY RYDMAN AND SERIN NGAI,  
individually and on behalf of a class of  
similarly situated individuals,

Plaintiffs,

v.

CHAMPION PETFOODS USA INC., a  
Delaware corporation, and CHAMPION  
PETFOODS LP, a Canadian limited  
partnership,

Defendants.

No. 2:18-cv-01578-RSM

CLASS ACTION

DEFENDANTS' MOTION TO DISMISS  
COUNTS IV and VI OF PLAINTIFFS'  
SECOND AMENDED COMPLAINT

NOTE ON MOTION CALENDAR:  
JUNE 5, 2020

MOTION TO DISMISS COUNTS IV and VI OF THE  
SECOND AMENDED COMPLAINT  
(NO. 2:18-CV-01578-RSM)

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**TABLE OF CONTENTS**

I.	INTRODUCTION .....	1
II.	BACKGROUND AND SUMMARY OF FACTUAL ALLEGATIONS.....	2
III.	Legal standard .....	6
IV.	ARGUMENT .....	7
A.	Plaintiffs’ Fraudulent Concealment Claim (Count IV) Must Be Dismissed Because Champion Owed No Duty of Disclosure to Plaintiffs.	7
B.	Plaintiffs’ Breach of Implied Warranty Claim (Count VI) Must Be Dismissed Because Champion Was Not In Privity With Plaintiffs.	8
V.	CONCLUSION.....	10

**TABLE OF AUTHORITIES****Page(s)****Cases**

<i>Ashcroft v. Iqbal</i> , 556 U.S. 662 (2009).....	6
<i>Baddeley v. Seek</i> , 138 Wn. App. 333 (Wash. Ct. App. 2007) .....	7
<i>Bell Atl. Corp. v. Twombly</i> , 550 U.S. 544 (2007).....	6
<i>Bite Tech Inc. v. X2 Impact, Inc.</i> , No. C12-1267RSM, 2012 WL 13018749 (W.D. Wash. Dec. 21, 2012) .....	8
<i>Colonial Imports, Inc. v. Carlton Northwest</i> , 121 Wash.2d 726 (Wash. 1993).....	7
<i>Danielkiewicz v. Whirlpool Corp.</i> , No. 2:18-cv-13599, 2019 WL 6253823 (E.D. Mich. Nov. 22, 2019).....	9
<i>Favors v. Matzke</i> , 53 Wash. App. 789 (Wash. Ct. App. 1989) .....	7
<i>Leppert v. Champion Petfoods USA Inc.</i> , No. 18 C 4347, 2019 WL 216616 (N.D. Ill. Jan. 16, 2019) .....	8
<i>Lohr v. Nissan North Amer., Inc.</i> , No. C16-1023RSM, 2017 WL 1037555 (W.D. Wash. Mar. 17, 2017).....	9, 10
<i>Reitman et al. v. Champion Petfoods USA Inc. et al</i> , No. 2:18-cv-01736 (C.D. Cal.) .....	1
<i>Ruiz v. Darigold Inc./Northwest Dairy Ass'n</i> , No. C14-1283RSL, 2014 WL 5599989 (W.D. Wash. Oct. 31, 2014).....	7, 8
<i>Simpson v. Champion Petfoods USA Inc.</i> , 397 F. Supp. 3d 952 (E.D. Ky. 2019) .....	8
<i>Tex Enter., Inc. v. Brockway Std., Inc.</i> , 149 Wash. 2d 204 (Wash. 2003).....	9
<i>Wessa v. Watermark Paddlesports, Inc.</i> , No. Co6-5156, 2006 WL 1418906 (W.D. Wash. May 22, 2006).....	8

**Other Authorities**

Fed. R. Civ. P. 12(b)(6).....	1, 6
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Pursuant to Federal Rule of Civil Procedure 12(b)(6), Defendants Champion Petfoods USA Inc. and Champion Petfoods LP (collectively, “Champion”) hereby move to dismiss Counts IV and VI in Plaintiffs’ Second Amended Complaint [ECF No. 46] (“SAC”) for the reasons set forth in the following incorporated memorandum of law.

## **MEMORANDUM OF LAW**

### **I. INTRODUCTION**

This lawsuit began in California on March 1, 2018 and expanded by amendment in April 2018, when Washington resident Holly Rydman joined about a dozen other would be plaintiffs from numerous states in suing Champion, a company which manufactures, markets, advertises, labels, and distributes pet food under the brand names ORIJEN and ACANA throughout the United States, in a putative class action lawsuit filed in the Central District of California. *See Reitman et al. v. Champion Petfoods USA Inc. et al*, No. 2:18-cv-01736 (C.D. Cal.) [ECF No. 39]<sup>1</sup>. Shortly thereafter, Champion moved to dismiss, arguing that the Court did not have specific personal jurisdiction over the nonresident plaintiffs’ claims against Champion that arose outside of California (ECF No. 49). The *Reitman* court agreed with Champion (ECF No. 98). Having been dismissed for lack of personal jurisdiction, Plaintiff Rydman filed her initial complaint before this Court in October 2018 (ECF No. 1). A month later, Plaintiff Rydman here amended her complaint (ECF No. 08), but in deference to the more advanced development of the *Reitman* case, the Parties filed a joint motion to stay, which was granted (ECF No. 32).

In February 2020, this Court lifted the stay (ECF No. 36). Plaintiffs subsequently filed the operative SAC alleging various misrepresentations on Champion’s packaging, and added Plaintiff Serin Ngai as a Named Plaintiff, (together, with Holly Rydman, “Plaintiffs”). *See* SAC ¶ 1. While Champion adamantly denies that its packaging contains any misrepresentations or actionable omissions and will later address this in a Rule 56 motion, the argument in this Rule 12 Motion

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<sup>1</sup> The *Reitman* Court denied Plaintiff’s Motion for Class Certification (ECF No. 235). This Order is now under appeal in the United States Court of Appeals for the Ninth Circuit (Case No. 19-56467).



1 focuses squarely on technical pleading infirmities in several of Plaintiffs' claims requiring  
2 dismissal.

3 First, Plaintiffs' fraudulent concealment claim (Count IV) should be dismissed because  
4 Plaintiffs fail to allege facts that trigger a duty to disclose for Champion as required by Washington  
5 law.

6 Second, Plaintiffs' breach of implied warranty claim (Count VI) fails because Plaintiffs  
7 have not alleged (and cannot allege) that they are in privity with Champion as required by  
8 Washington law.

9 For these reasons and as set forth more fully below, these claims should be dismissed with  
10 prejudice.

## 11 **II. BACKGROUND AND SUMMARY OF FACTUAL ALLEGATIONS**

12 Plaintiff Holly Rydman alleges that from December 2014 to February 2018, she purchased  
13 ORIJEN Six Fish, ACANA Singles Duck & Pear, ACANA Singles Pork & Squash, ACANA  
14 Regionals Grasslands, ACANA Regionals Meadowland, ACANA Heritage Red Meat, and  
15 ACANA Heritage Free-Run Poultry from Mud Bay and Fluffy & Floyd Pet Supply. SAC ¶¶ 7–8.  
16 Plaintiff Serin Ngai alleges that from mid-2016 through June 2019, she purchased ORIJEN Six  
17 Fish, ORIJEN Regional Red, ACANA Singles Duck & Pear, ACANA Lamb & Apple, ACANA  
18 Regionals Wild Atlantic, ACANA Regionals Meadowland, ACANA Regionals Grasslands, and  
19 ACANA Heritage Red Meats generally from All the Best Pet Care, located in Seattle, Washington,  
20 as well as from online retailers. *Id.* at ¶¶ 9–10.

21 All Plaintiffs claim to have seen and relied on Champion's packaging prior to their  
22 purchases. *Id.* ¶ 11. For multiple years, they had no confusion, no problems, and no complaints  
23 about any of the Champion foods they bought or the bags the foods came in. *See id.* ¶¶ 7–10. But  
24 now, years after they started purchasing Champion's dog food, Plaintiffs each and all claim to have  
25 been cheated by a veritable laundry list of elements to Champion's packaging. According to  
26 Plaintiffs, Champion's packaging contains the representations: "Biologically Appropriate,"

1 “Fresh Regional Ingredients,” “Delivering Nutrients Naturally,” “Nourish as Nature Intended,”  
 2 and “Ingredients We Love [From] People We Trust.” *Id.* ¶ 11. Champion explains its “Biologically  
 3 Appropriate” nutritional philosophy on its packaging by stating “Biologically Appropriate.  
 4 Nourish as Nature Intended—ORIJEN mirrors the richness, freshness and variety of WholePrey  
 5 meats that dogs are evolved to eat.” *Id.* ¶ 57 (image). Champion explains its “Fresh Regional  
 6 Ingredients” statement on pertinent packaging as, “We focus on fresh ingredients from our region  
 7 that are ranched, farmed or fished by people we know and trust.” *Id.* ¶ 58 (image). In addition to  
 8 “Delivering Nutrients Naturally,” “Nourish as Nature Intended,” “Ingredients We Love [From]  
 9 People We Trust,” (*id.* ¶ 11), Plaintiffs further claim that the following statements and  
 10 representations were misleading: “Trusted Everywhere,” Champion’s “Advertised inclusion ratios  
 11 of animal ingredients,” and “Featured Farmer imagery and photographs” depicted on Champion’s  
 12 packaging. *Id.* ¶ 39.

13 Plaintiffs allege that these statements are misleading because (1) Champion purportedly  
 14 did not properly and sufficiently monitor for heavy metals and/or Bisphenol A (“BPA”); (2) there  
 15 was a “risk of” heavy metals, BPA, and/or pentobarbital being present in Champion’s dog food;  
 16 and (3) Champion included non-fresh and non-regional ingredients in its dog food. *Id.* ¶ 12. To  
 17 make these “claims,” however, Plaintiffs must resort to information that is either (i) not included  
 18 on the bags; or (ii) profoundly misconstrues what the bags say. Specifically:

19 **Heavy Metals:** With respect to heavy metals, Plaintiffs allege Champion “owed  
 20 consumers a duty of care to prevent, or at the very least, minimize the presence of heavy metals in  
 21 its dog food.” *Id.* ¶ 63. Plaintiffs, however, do not allege that Champion adds any heavy metals to  
 22 its foods, so ***there is no source*** of such metals other than those that naturally occur in the base  
 23 ingredients used, yet Plaintiffs do not challenge the appropriateness of these same ingredients.  
 24 Undeterred by this gap, Plaintiffs go on to allege that Champion’s statements are misleading based  
 25 on Champion’s alleged failure to strictly follow its internal heavy metals testing schedule and point  
 26 to a chart of Plaintiffs’ testing data that lists levels of arsenic, cadmium, mercury, and lead in

1 Champion's dog food. *Id.* ¶ 84; Ex. 2. Yet Plaintiffs cannot point to anything on any bag that  
 2 refers to any testing schedule or the absence of heavy metals. Indeed, none of these allegations  
 3 are based upon the bags themselves. Plaintiffs, therefore, do not (and cannot) allege that Champion  
 4 made any representation to them about its internal heavy metal testing schedule, much less that  
 5 they relied upon or were deceived by these non-statements. Nor do Plaintiffs allege the levels of  
 6 heavy metals in Champion's dog food are dangerous, or that any of their dogs were harmed by  
 7 heavy metals in their food.

8 **BPA:** Plaintiffs allege Champion's dog food "had a risk of containing BPA" and that  
 9 Champion "should have tested for BPA." *Id.* ¶ 137. They go on to allege that Champion's  
 10 statements are misleading based on Champion's failure to test for, or disclose the risk of, BPA on  
 11 the packaging. *Id.* ¶ 148. But, again, confining our view to the four corners of the bags, Plaintiffs  
 12 cannot point to any statement on any bag that mentions anything about BPA. Consequently,  
 13 Plaintiffs do not (and cannot) allege that Champion made any representation to them about any  
 14 testing as to BPA. Finally, Plaintiffs do not allege the levels of BPA alleged to be in Champion's  
 15 dog food are dangerous, or that any of their dogs were harmed by BPA in their food, or even that  
 16 the food they bought actually contained any BPA.

17 **Pentobarbital:** Plaintiffs allege that on or around May 7, 2018, Champion was notified  
 18 that one of its suppliers of beef tallow (fat), JBS, had delivered to Champion two lots of beef tallow  
 19 in late March 2018 which contained a low level of pentobarbital, and was used to create lots of  
 20 beef-based dog food diets in April and early May of 2018. *Id.* ¶ 175. The only diets that Champion  
 21 makes containing beef tallow as an ingredient are its predominantly beef based diets, referred to  
 22 as "Red" diets. *Id.* ¶¶ 149, 160. While Plaintiffs allege that the beef tallow was used to manufacture  
 23 thousands of pounds of dog food, Plaintiffs do not allege that they actually purchased Champion's  
 24 dog food made with those two lots of JBS beef tallow ingredient. Nor do Plaintiffs allege that  
 25 pentobarbital was ever found to be present in any Champion finished dog food product, much less  
 26 any of the bags of food purchased by them.

1        **Fresh, Regional Ingredients:** Plaintiffs allege that the statement “Fresh Regional  
 2 Ingredients” on Champion’s packaging is misleading because Champion uses regrinds, as well as  
 3 “expired” (because they were past their priority date) and “refreshed” ingredients. *Id.* ¶ 87.  
 4 Plaintiffs allege this statement is also misleading because Champion sources “many ingredients  
 5 from non-local and non-regional ingredient suppliers, including international ingredient  
 6 suppliers.” *Id.* ¶ 108. These allegations, however, all turn upon strained and fanciful interpretations  
 7 of the bags, because Plaintiffs cannot point to anything the bags actually say about, for example  
 8 (i) exclusively fresh ingredients; (ii) exclusively local or regional ingredients; or (iii) nothing from  
 9 overseas.

10        **Meat Math:** Plaintiffs take issue with what Champion calls “Meat Math” on some of its  
 11 packaging. *See, e.g., id.* Ex. 2 at 1(f), 1(h), 1(i). Champion’s Meat Math is a panel on the back of  
 12 some of its packaging which indicates the primary forms of animal-based proteins that are in the  
 13 diet; the weight of these animal-based proteins; the form in which animal-based proteins were  
 14 included (*i.e.*, fresh, raw, freeze-dried, dehydrated, dry, or oil); and, together, the total amount of  
 15 animal-based protein in the diet. *Id.* For example, the Meat Math panel on the back of an ORIJEN  
 16 Regional Red package purchased by Plaintiff Ngai states: “this 13 lb package of ORIJEN is made  
 17 with over 11 lbs of fresh, raw, or dehydrated animal ingredients,” and identifies these ingredients  
 18 as Beef, organs, cartilage; Lamb and organs; Mutton and organs; Whole Catfish and Mackerel;  
 19 Pork, organs, cartilage; Boer Goat. *Id.* Ex. 2 at 1(f) and attached hereto as “**Exhibit 1**” for enhanced  
 20 visibility. The Meat Math panel also states that it measures “approximate inclusions” and 1/3 of  
 21 the animal ingredients are dried or oils. *Id.* Plaintiffs summarily assert that Champion’s Meat Math  
 22 is inaccurate. SAC ¶ 135.

23        **Featured Farmers:** Finally, Plaintiffs allege Champion’s packaging was “misleading”  
 24 due to images of Champion’s suppliers on the packaging. *Id.* at ¶ 121. For example, the back of a  
 25 package of ACANA Regionals Meadowland purchased by Plaintiff Rydman contains an image of  
 26 a man holding a crate of apples, with the caption: “Bill of Jackson’s Orchard in Bowling Green,

1 Kentucky. Trusted Supplier of fresh whole apples,” and an image of a man in front of a chicken  
 2 coop, with the caption “Charles of Clark Farms in Lexington, Kentucky. Trusted Supplier of fresh  
 3 free-run chicken.” *Id.* Ex. 2 at 1(c) and attached hereto as “**Exhibit 2**” for enhanced visibility.  
 4 Plaintiffs allege this is misleading on the basis that Champion did not source a “majority of their  
 5 advertised ingredients” from the Featured Farmers on the packaging. *Id.* ¶ 134.

6 Later in the case, by way of a Rule 56 motion, Champion will address in total Plaintiffs’  
 7 flawed claims that Champion made misrepresentations on its packaging. Here, at the Rule 12  
 8 stage, Plaintiffs’ fraudulent concealment and breach of implied warranty claims must be dismissed  
 9 for the pleading infirmities described below.

### 10 **III. LEGAL STANDARD**

11 To survive a Rule 12(b)(6) motion to dismiss, a complaint must contain facts that  
 12 sufficiently “state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662,  
 13 678 (2009). “When the allegations of the complaint, however true, could not raise a claim of  
 14 entitlement to relief, this basic deficiency should be exposed at the point of minimum expenditure  
 15 of time and money by the parties and the court.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 558  
 16 (2007). Under this standard, “a plaintiff’s obligation to provide the ‘grounds’ for ‘entitlement to  
 17 relief’ requires more than labels and conclusions, and a formulaic recitation of the elements of a  
 18 cause of action will not do.” *Id.* at 555. That is, a complaint’s “[f]actual allegations must be enough  
 19 to raise a right to relief above the speculative level.” *Id.* Although the well-pled factual allegations  
 20 are to be accepted as true, “[t]hreadbare recitals of the elements of a cause of action, supported by  
 21 mere conclusory statements” must be disregarded. *Iqbal*, 556 U.S. at 678. In addition, the Court is  
 22 “not bound to accept as true a legal conclusion couched as a factual allegation.” *Id.*

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1 **IV. ARGUMENT**

2 **A. Plaintiffs' Fraudulent Concealment Claim (Count IV) Must Be Dismissed**  
 3 **Because Champion Owed No Duty of Disclosure to Plaintiffs.**

4 Count IV should be dismissed because Plaintiffs fail to plead facts demonstrating that  
 5 Champion owes them a duty to disclose. Generally, to plead a fraud claim under Washington law,  
 6 a plaintiff must allege: "(1) a representation of an existing fact, (2) the fact [was] material, (3) the  
 7 fact [was] false, (4) the defendant knew the fact was false or was ignorant of its truth, (5) the  
 8 defendant intended the plaintiff to act on the fact, (6) the plaintiff did not know the fact was false,  
 9 (7) the plaintiff relied on the truth of the fact, (8) the plaintiff had a right to rely on it, and (9) the  
 10 plaintiff had damages." *Baddeley v. Seek*, 138 Wn. App. 333, 338–39 (Wash. Ct. App. 2007).  
 11 Fraudulent concealment is a subspecies of fraud. Critically, "[a] failure to disclose a material fact  
 12 is fraudulent only if there was a duty to disclose." *Ruiz v. Darigold Inc./Northwest Dairy Ass'n*,  
 13 No. C14-1283RSL, 2014 WL 5599989, at \*6 (W.D. Wash. Oct. 31, 2014). As set forth by the  
 14 Washington Supreme Court, a duty to disclose arises when there is a fiduciary relationship between  
 15 the parties or a type of "special relationship of trust and confidence has been developed between  
 16 the parties, where one party is relying upon the superior specialized knowledge and experience of  
 17 the other, where a seller has knowledge of a material fact not easily discoverable by the buyer, and  
 18 where there exists a statutory duty to disclose." *Colonial Imports, Inc. v. Carlton Northwest*, 121  
 19 Wash.2d 726, 732 (Wash. 1993) (citing *Favors v. Matzke*, 53 Wash. App. 789, 796 (Wash. Ct.  
 20 App. 1989)).

21 Plaintiffs fail to plead adequate facts regarding their relationship with Champion, let alone  
 22 facts that would support the existence of a "fiduciary" or a "special" relationship whereby  
 23 Champion owed them a duty to disclose. Moreover, Plaintiffs do not allege that Champion had a  
 24 statutory or contractual duty to make any disclosures to them or that a partial disclosure on  
 25 Champion's part gave rise to a duty to make a more complete disclosure. Plaintiffs merely allege  
 26 that "Champion supplied information for the guidance of consumers in their purchasing decision,"

1 and that they purchased dog food manufactured by Champion from third-party pet supply stores  
 2 and online retailers. *See* SAC ¶ 285; *see also id.* at ¶¶ 8, 10 (alleging that Plaintiff Rydman  
 3 purchased Champion dog food at Mud Bay and Fluffy & Floyd Pet Supply and that Plaintiff Ngai  
 4 purchased Champion dog food from All the Best Pet Care and online retailers). These allegations  
 5 alone do not give rise to the type of relationship in which Champion would owe a duty to disclose  
 6 to Plaintiffs. “Plaintiffs’ legal conclusion is absurd ... Otherwise, every manufacturer of the  
 7 products at the local grocer would be in a fiduciary relationship with every consumer.” *Simpson v.*  
 8 *Champion Petfoods USA Inc.*, 397 F. Supp. 3d 952, 971–72 (E.D. Ky. 2019) (finding Champion  
 9 owed no duty to duty to disclose to plaintiff consumers and dismissing fraudulent omission claim);  
 10 *see also Leppert v. Champion Petfoods USA Inc.*, No. 18 C 4347, 2019 WL 216616, at \*11 (N.D.  
 11 Ill. Jan. 16, 2019) (finding no “special trust relationship” existed between plaintiff consumers and  
 12 Champion and dismissing fraudulent omission claim).

13 Consequently, Plaintiffs’ fraudulent concealment claim should be dismissed. *See Ruiz*,  
 14 2014 WL 5599989 at \*6 (“Having failed to identify any source of the supposed duty to disclose,  
 15 plaintiffs’ fraudulent concealment claims fail as a matter of law.”); *Bite Tech Inc. v. X2 Impact*,  
 16 *Inc.*, No. C12-1267RSM, 2012 WL 13018749, at \*2 (W.D. Wash. Dec. 21, 2012) (dismissing  
 17 plaintiffs’ fraudulent concealment claims because “Washington courts have not recognized a  
 18 general requirement to disclose all material facts in arm’s length business transactions”); *Wessa v.*  
 19 *Watermark Paddlesports, Inc.*, No. Co6-5156, 2006 WL 1418906, at \*4 (W.D. Wash. May 22,  
 20 2006) (dismissing plaintiffs’ omissions’ claims because “[p]laintiffs have failed to allege facts that  
 21 establish a duty to disclose or that the non-disclosure was material[.]”).

22 **B. Plaintiffs’ Breach of Implied Warranty Claim (Count VI) Must Be Dismissed**  
 23 **Because Champion Was Not In Privity With Plaintiffs.**

24 Count VI of the SAC should be dismissed because Plaintiffs have failed to plead they are  
 25 in vertical privity with Champion. As set forth by the Washington Supreme Court, “lack of privity  
 26 has historically been a defense to claims of breach of warranty,” and “[t]here are two types of



1 plaintiffs for whom lack of privity has been a concern.” *Tex Enter., Inc. v. Brockway Std., Inc.*,  
 2 149 Wash. 2d 204, 209 (Wash. 2003). First, there is the “horizontal non-privity plaintiff” who “is  
 3 not a buyer of the product in question but is one who consumes or is affected by the goods.” *Id.*  
 4 (internal citations and quotation marks omitted). These types of plaintiffs are not at issue here. The  
 5 second type is the “vertical non-privity plaintiff” who is “a buyer who is in the distributive chain  
 6 but did not buy the product directly from the defendant.” *Id.* The general rule under Washington  
 7 law is “that a vertical non-privity plaintiff cannot recover from a remote manufacturer for breach  
 8 of implied warranty.” *Id.*

9 Here, Plaintiffs do not allege that they purchased the dog food directly from Champion to  
 10 establish vertical privity. Indeed, they affirmatively allege they did not do so: Plaintiff Rydman  
 11 alleges that she purchased Champion dog food from Mud Bay and Fluffy & Floyd Pet Supply,  
 12 while Plaintiff Ngai alleges she purchased Champion dog food from All the Best Pet Care, in  
 13 Seattle, Washington, as well as from online retailers. SAC ¶¶ 8, 10; *see also id.* ¶ 208 (“Defendants  
 14 did not sell directly to consumers. Consumers, including Plaintiffs and the members of the Classes,  
 15 cannot allege contract claims against Defendants.”). Because neither Plaintiff bought anything  
 16 directly from Champion, they are vertical non-privity Plaintiffs under Washington law. As vertical  
 17 non-privity Plaintiffs under Washington law, they cannot state a claim for breach of implied  
 18 warranty, requiring Count VI to be dismissed. *See Lohr v. Nissan North Amer., Inc.*, No. C16-  
 19 1023RSM, 2017 WL 1037555, at \*7 (W.D. Wash. Mar. 17, 2017) (“Plaintiffs have not adequately  
 20 pled their implied warranty of merchantability claims because [p]laintiffs fail to show they have  
 21 contractual privity with Nissan.”); *Danielkiewicz v. Whirlpool Corp.*, No. 2:18-cv-13599, 2019  
 22 WL 6253823, at \*5 (E.D. Mich. Nov. 22, 2019) (“Under ... Washington law, lack of privity  
 23 between a manufacturer and a buyer generally precludes a claim for breach of warranty.”).

24 In the event Plaintiffs attempt to argue that they are intended third-party beneficiaries,  
 25 Plaintiffs cannot escape dismissal. *See* SAC ¶ 318; *see also Lohr*, 2017 WL 1037555 at \*7. Indeed,  
 26 the exception to the privity requirement only exists “for implied warranties where [p]laintiffs are



1 the intended third-party beneficiaries of an underlying contract between a manufacturer and  
2 intermediate dealer.” *Lohr*, 2017 WL 1037555 at \*7. To demonstrate this, the Plaintiffs would  
3 need to allege, among other things, that Champion “knew [their] identity, knew the [their] purpose  
4 for purchasing [Champion’s dog food], knew [their] requirements for [Champion’s dog food],  
5 delivered the [Champion dog food] ....” *Id.* Because Plaintiffs have not and cannot allege any of  
6 these things, the third-party beneficiary exception to the privity requirement for breach of implied  
7 warranty claims does not apply here. *Id.* (holding the third-party beneficiary exception did not  
8 apply to plaintiffs’ breach of implied warranty claims because plaintiffs only allege facts about  
9 their interactions with Nissan dealerships, and not Nissan the manufacturer).

#### 10 **V. CONCLUSION**

11 As demonstrated by the foregoing, Plaintiffs have not stated an actionable claim against  
12 Champion in Counts IV and VI. Accordingly, the aforementioned claims should be dismissed with  
13 prejudice, especially given that Plaintiffs have already amended twice in an attempt to shore up  
14 their pleading.

15 ///

16 ///

17 ///

1 DATED: May 14, 2020.

CAIRNCROSS & HEMPELMANN, P.S.

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**Certificate of Service**

I, Binah B. Yeung, certify under penalty of perjury of the laws of the State of Washington that on May 14, 2020, I caused the document entitled DEFENDANTS' MOTION TO DISMISS COUNTS IV and VI OF PLAINTIFFS' SECOND AMENDED COMPLAINT to be electronically filed using the CM/ECF system which will send notification of such filing to all attorneys of record.

DATED this 14<sup>th</sup> day of May, 2020, at Seattle, Washington.

/s/ Binah B. Yeung  
Binah B. Yeung

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## TRUSTED EVERYWHERE.

TRUSTED BY PET LOVERS EVERYWHERE, ORIJEN IS THE FULLEST EXPRESSION OF OUR BIOLOGICALLY APPROPRIATE™ AND FRESH REGIONAL INGREDIENT COMMITMENT.

Brimming with Angus beef, wild boar, Boer goat, Romney lamb, Yorkshire pork and whole wild-caught Atlantic mackerel, delivered from our region FRESH or RAW each day, ORIJEN Regional Red is loaded with goodness and taste.

Prepared exclusively in our state-of-the-art DogStar® kitchens, award-winning ORIJEN is guaranteed to keep your cherished dog happy, healthy and strong.



Reinhard Muhlenfeld  
Founder



## BIOLOGICALLY APPROPRIATE™

NOURISH AS NATURE INTENDED – ORIJEN mirrors the richness, freshness and variety of WholePrey™ meats that dogs are evolved to eat.



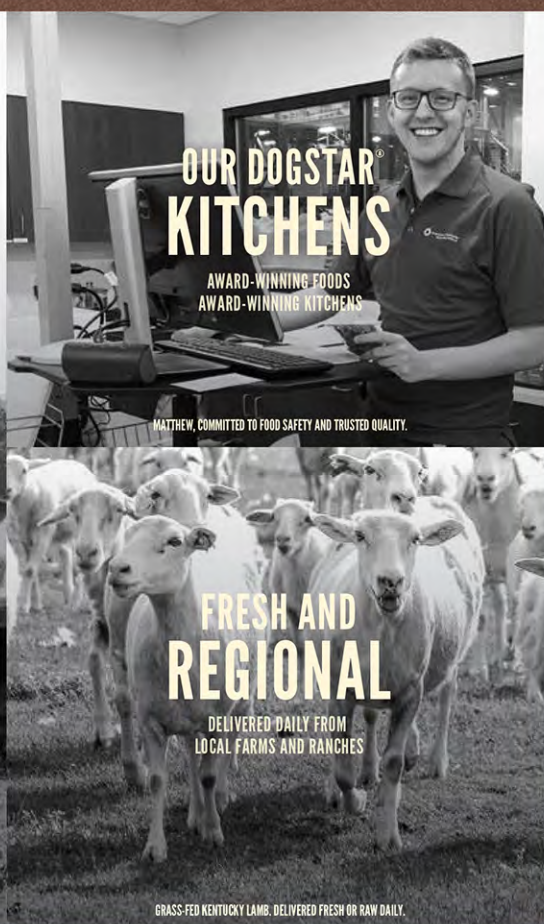
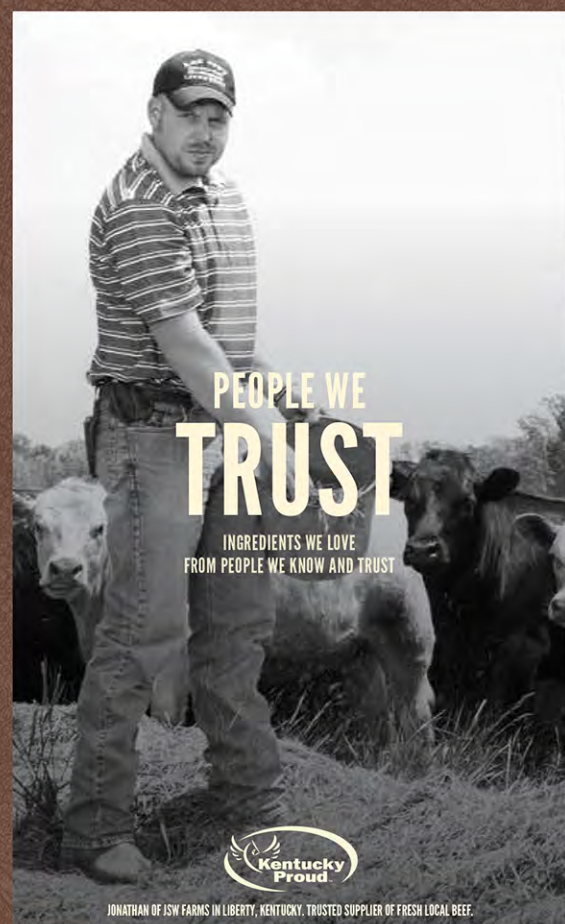
## FRESH REGIONAL INGREDIENTS

GROWN CLOSE TO HOME – We focus on local ingredients that are ethically raised by people we know and trust, and delivered to our kitchens fresh or raw each day.



## NEVER OUTSOURCED

PREPARED EXCLUSIVELY IN OUR DOGSTAR® KITCHENS – We don't make foods for other companies and we don't allow our foods to be made by anyone else.

AWARD-WINNING BIOLOGICALLY APPROPRIATE™ DOG FOOD  
ORIJEN REGIONAL RED

MODERN DOGS ARE BUILT LIKE THEIR ANCESTORS. WE BELIEVE THEY SHOULD EAT LIKE THEM TOO.

That's why ORIJEN REGIONAL RED is loaded with Angus beef, wild boar, Boer goat, Romney lamb and Yorkshire pork, delivered FRESH or RAW in nourishing WholePrey™ ratios and brimming with goodness and taste.

Prepared in our DogStar® kitchens, award-winning ORIJEN is guaranteed to keep your dog healthy, happy and strong. Read our ingredients and we think you'll agree.

## INGREDIENTS

Deboned beef, deboned wild boar, deboned goat, deboned lamb, lamb liver, beef liver, beef tripe, wild boar liver, deboned mutton, beef heart, whole atlantic mackerel, deboned pork, goat meal, wild boar meal, lamb meal, mackerel meal, whole green peas, whole red lentils, whole pinto beans, beef kidney, pork liver, herring meal, whole chickpeas, whole green lentils, whole navy beans, beef meal, whole yellow peas, lentil fiber, natural pork flavor, pork kidney, beef fat, herring oil, mutton meal, lamb tripe, wild boar heart, whole pumpkin, whole butternut squash, kale, spinach, mustard greens, collard greens, turnip greens, whole carrots, whole apples, whole pears, dried kelp, freeze-dried beef liver, freeze-dried beef tripe, freeze-dried lamb liver, freeze-dried lamb tripe, pumpkin seeds, sunflower seeds, zinc proteinate, mixed tocopherols (preservative), chicory root, turmeric, sarsaparilla root, althea root, rosehips, juniper berries, dried lactobacillus acidophilus fermentation product, dried bifidobacterium animalis fermentation product, dried lactobacillus casei fermentation product.

## GUARANTEED ANALYSIS

Crude protein (min.)	38 %
Crude fat (min.)	18 %
DHA (docosahexaenoic acid) (min.)	0.4 %
EPA (eicosapentaenoic acid) (min.)	0.2 %
Crude fiber (max.)	4 %
Moisture (max.)	12 %
Calcium (min.)	1.9 %
Phosphorus (min.)	1.4 %
Omega-6 fatty acids* (min.)	2 %
Omega-3 fatty acids* (min.)	1 %
Glucosamine* (min.)	900 mg/kg
Chondroitin sulfate* (min.)	400 mg/kg

\*Not recognized as an essential nutrient by the AAFCO Dog Food Nutrient Profiles

## CALORIE CONTENT

Calorie content (calculated): ME 3940 kcal/kg, 449 kcal per 8oz. cup.

Calories distributed to support peak conditioning with 39% from protein, 19% from vegetables and fruits, and 42% from fat.

ORIJEN REGIONAL RED DOG FOOD IS FORMULATED TO MEET THE NUTRITIONAL LEVELS ESTABLISHED BY THE AAFCO DOG FOOD NUTRIENT PROFILES FOR ALL LIFE STAGES.

THIS 13 LB PACKAGE OF ORIJEN REGIONAL RED IS MADE WITH OVER  
11 LB\* OF FRESH, RAW OR DRIED ANIMAL INGREDIENTS | 2/3 FRESH OR RAW + 1/3 DRIED\*

	+		+		+		+		+	
3 1/2 LB*		1 1/2 LB*		1 LB*		2 1/4 LB*		1 1/2 LB*		1 1/2 LB*
FRESH + DRIED		FRESH OR RAW + DRIED		FRESH + DRIED		FRESH OR RAW + DRIED		FRESH		FRESH OR RAW + DRIED
BEEF, ORGANS, CARTILAGE		WILD BOAR, ORGANS		BOER GOAT		LAMB, MUTTON, ORGANS		PORK, ORGANS, CARTILAGE		WILD-CAUGHT FISH

\*APPROXIMATE INCLUSIONS

WHOLEPREY™ DIET  
MEAT | ORGANS | CARTILAGE

IN HER INFINITE WISDOM, MOTHER NATURE MATCHED THE NUTRIENTS IN WHOLE PREY ANIMALS TO PERFECTLY MEET YOUR DOG'S DIETARY NEEDS.

Made with richly nourishing ratios of fresh meats, organs, cartilage and fresh whole fish, ORIJEN provides a concentrated source of virtually every nutrient your dog needs to thrive, naturally, without long lists of synthetic supplements, so only zinc is added.



## LOW TEMPERATURE

PREMIUM DRIED RED MEAT AND FISH INGREDIENTS

CONVENTIONAL MEAT MEALS ARE RENDERED AT HIGH TEMPERATURES FROM ANIMAL BY-PRODUCTS UNFIT FOR HUMAN CONSUMPTION.

ORIJEN features dried meats and fish prepared at 200°F from fresh ingredients deemed fit for human consumption – concentrating their goodness into a rich source of protein that cannot be supplied by fresh meats alone.

MADE IN OUR KENTUCKY KITCHENS

MADE BY CHAMPION PETFOODS USA INC.  
12871 BOWLING GREEN ROAD  
AUBURN, KENTUCKY 42206  
EU REG. 1 CHAMPIONPETFOODS.COM

DOGSTAR  
KITCHENS

CUSTOMER CARE (USA)  
TOLL FREE 1.877.939.0006  
FOLLOW US ONLINE

@ORIJENPETFOOD @CHAMPIONPETFOOD

REGIONAL RED FOR DOGS  
13LB | 5.9KG



0 64992 10513 6





# **EXHIBIT 2**





EASY OPEN | LIFT AND PULL TAB TO YOUR RIGHT  
DO NOT CUT

REGIONALS  
BIOLOGICALLY APPROPRIATE™ | REGIONALLY INSPIRED

UNMATCHED REGIONAL INGREDIENTS  
**FRESH OR RAW**  
ETHICALLY RAISED *on* AMERICAN FARMS & RANCHES

UNMATCHED REGIONAL INGREDIENTS  
**FRESH OR RAW**

ETHICALLY RAISED *on* AMERICAN FARMS & RANCHES



BIOLOGICALLY APPROPRIATE™ RATIOS

**70%** FREE-RUN POULTRY & FISH INGREDIENTS  
INCLUDING LIVER, WHOLE EGGS & CARTILAGE  
**30%** VEGETABLES, FRUITS & BOTANICALS  
PLUS ZINC PROTEINATE - OUR ONE AND ONLY SUPPLEMENT  
**0%** NO GRAIN, POTATO, TAPIOCA  
GLUTENS OR ANY OTHER PLANT PROTEIN CONCENTRATES



WHOLEPREY™ DIET  
POULTRY | ORGANS | CARTILAGE

ACANA®

Meadowland

*with* FREE-RUN KENTUCKY POULTRY,  
FRESHWATER FISH & NEST-LAID EGGS

BIOLOGICALLY APPROPRIATE™ | REGIONALLY INSPIRED



BIOLOGICALLY APPROPRIATE™  
PROTEIN-RICH, CARBOHYDRATE-LIMITED\*



WHOLEPREY™ DIET  
POULTRY, ORGANS AND CARTILAGE



TOP SIX INGREDIENTS  
FROM FREE-RUN POULTRY AND FRESHWATER FISH



HIGH PALATABILITY  
INFUSED WITH FREEZE-DRIED CHICKEN LIVER



FRESH AND LOCAL  
KENTUCKY VEGETABLES, FRUITS AND BOTANICALS

\* MAXIMUM 25% CARBOHYDRATE (AS ESTIMATED BY NFE)



COMPLETE FOOD  
FOR DOGS  
ALL BREEDS | ALL LIFE STAGES

NET WEIGHT  
13 LB | 5.9 KG

MADE IN OUR KENTUCKY KITCHENS

PREPARED WITH PRIDE FROM TRUSTED REGIONAL INGREDIENTS



REGIONALS

Meadowland

*with* FREE-RUN KENTUCKY POULTRY,  
FRESHWATER FISH & NEST-LAID EGGS



COMPLETE FOOD  
FOR DOGS  
ALL BREEDS | ALL LIFE STAGES

AMERICA'S FERTILE FARMS AND MEADOWS  
OUR SOURCE OF INSPIRATION AND FRESH REGIONAL INGREDIENTS





## OUR MISSION IS CLEAR AND STRONG.

We've been making **BIOLOGICALLY APPROPRIATE™** ACANA dog foods from **FRESH REGIONAL INGREDIENTS** in our **AWARD-WINNING KITCHENS** since 1985.

Regionally inspired, **ACANA REGIONALS** are Biologically Appropriate™ foods, brimming with ranch-raised meats, free-run poultry, nest-laid eggs and wild-caught fish, plus sun-ripened vegetables, fruits and botanicals — grown close to home by people we trust and delivered to our kitchens **FRESH** or **RAW**, so they're bursting with goodness and taste.



Reinhard Muhlenfeld  
Founder



### BIOLOGICALLY APPROPRIATE™

Our foods mirror the richness, freshness and variety of meats for which **DOGS ARE EVOLVED TO EAT**.



### FRESH REGIONAL INGREDIENTS

We focus on fresh ingredients from our region that are ranched, farmed or fished by people we know and trust.



### NEVER OUTSOURCED

We prepare our **OWN FOODS** in our **OWN KITCHENS** and we **DON'T** make foods for anyone else.

## REGIONALS

BIOLOGICALLY APPROPRIATE™ | REGIONALLY INSPIRED

## INGREDIENTS WE LOVE PEOPLE WE TRUST

FOOD CHOICES ARE SOME OF OUR MOST IMPORTANT DECISIONS AND KNOWING WHERE YOUR FOOD IS FROM HAS TAKEN ON NEW IMPORTANCE.

That's why we make ACANA in our own kitchens, from fresh regional ingredients raised by people we trust, like Charles of Clark Farms in Lexington, Kentucky — trusted supplier of fresh free-run chicken.



CHARLES OF CLARK FARMS IN LEXINGTON, KENTUCKY. TRUSTED SUPPLIER OF FRESH FREE-RUN CHICKEN.

## Made with UNMATCHED REGIONAL INGREDIENTS DELIVERED FRESH

### Meadowland REGIONALS FORMULA



**COMPLETE FOOD  
FOR DOGS**  
ALL BREEDS | ALL LIFE STAGES

REFLECTING KENTUCKY'S FERTILE MEADOWS, THIS REGION-INSPIRED FOOD IS BRIMMING WITH FREE-RUN CHICKEN AND TURKEY, NEST-LAID EGGS, FRESHWATER FISH, PLUS VEGETABLES, FRUITS AND BOTANICALS — ALL FROM REGIONAL FARMS.

Delivered **FRESH** or **RAW**, in **WholePrey™** ratios, and brimming with goodness and taste, ACANA's high inclusions and rich diversity of poultry, fish and eggs mirror your dog's evolutionary diet and nourish peak health and conditioning naturally, without the need for long lists of synthetic ingredients and supplements.

Prepared in our Kentucky DogStar® kitchens with fresh regional ingredients, this unique and Biologically Appropriate™ food is guaranteed to keep your dog healthy, happy and strong. Read our ingredients and we think you'll agree!

### INGREDIENTS

Deboned chicken, deboned turkey, chicken liver, turkey liver, chicken meal, catfish meal, whole green peas, red lentils, pinto beans, pollock meal, chicken fat, chickpeas, green lentils, whole yellow peas, lentil fiber, catfish, whole eggs, rainbow trout, herring oil, chicken heart, chicken kidney, turkey heart, turkey kidney, natural chicken flavor, chicken cartilage, dried kelp, whole pumpkin, whole butternut squash, kale, spinach, mustard greens, collard greens, turnip greens, carrots, apples, pears, freeze-dried chicken liver, freeze-dried turkey liver, pumpkin seeds, sunflower seeds, zinc proteinate, mixed tocopherols (preservative), chicory root, turmeric, sarsaparilla root, althea root, rosehips, juniper berries, dried lactobacillus acidophilus fermentation product, dried bifidobacterium animalis fermentation product, dried lactobacillus casei fermentation product.

CALORIE CONTENT (calculated): Metabolizable Energy is 3475 kcal/kg (396 kcal per 8 oz cup).

Calories distributed to support peak conditioning with 34% from protein, 24% from fruits and vegetables, and 42% from fat.

### GUARANTEED ANALYSIS

Crude protein (min.)	33 %
Crude fat (min.)	17 %
DHA (docosahexaenoic acid) (min.)	0.15 %
EPA (eicosapentaenoic acid) (min.)	0.1 %
Crude fiber (max.)	6 %
Moisture (max.)	12 %
Calcium (min.)	1.1 %
Phosphorus (min.)	0.9 %
Omega-6 fatty acids* (min.)	2.5 %
Omega-3 fatty acids* (min.)	0.6 %
Glucosamine* (min.)	700 mg/kg
Chondroitin sulfate* (min.)	1500 mg/kg

\*not recognized as an essential nutrient by the AAFCO Dog Food Nutrient Profiles

### ANÁLISIS DE GARANTÍA

Humedad (máx.)	12 %
Proteína cruda (min.)	33 %
Grasa cruda (min.)	17 %
Fibra cruda (máx.)	6 %
Calcio (min.)	1.1 %
Fósforo (min.)	0.9 %
DHA (ácido docosahexaenoico) (min.)	0.15 %
EPA (ácido eicosapentaenoico) (min.)	0.1 %
Ácidos grasos Omega-6* (min.)	2.5 %
Ácidos grasos Omega-3* (min.)	0.6 %
Glucosamina* (min.)	700 mg/kg
Sulfato de condroitina* (min.)	1500 mg/kg

\*no reconocido como un nutriente esencial en los perfiles nutritivos de comida para gato por la AAFCO.

### ES | MEADOWLAND | REGIONALS FORMULA

COMIDA PARA PERRO BIOLÓGICAMENTE APROPIADA PARA TODAS LAS RAZAS Y TODAS LAS ETAPAS DE CRECIMIENTO

Pollo deshuesado, pavo deshuesado, hígado de pollo, hígado de pavo, pollo deshidratado, bagre deshidratado, guisantes verdes enteros, lentejas rojas, frijoles pintos, abadejo deshidratado, grasa de pollo, garbanzos, lentejas verdes, guisantes amarillos enteros, fibra de lenteja, bagre, huevos enteros, trucha arcoiris, aceite de arenque, corazón de pollo, riñones de pollo, corazón de pavo, riñones de pavo, sabor natural de pollo, cartilago de pollo, algas marinas secas, calabaza entera, calabacin amarillo, col rizada, espinaca, hojas de mostaza, col berza, nabo verde, zanahorias, manzanas, peras, hígado de pollo liofilizado, hígado de pavo liofilizado, semillas de calabaza, semillas de girasol, proteinato de zinc, tocoferol mezclado (preservante), raíz de achicoria, cúrcuma, raíz de zarzaparrilla, raíz de altea, rosa mosqueta, bayas de enebro, producto de la fermentación del Bifidobacterium animalis seco, producto de la fermentación del bifidobacterium animalis seco, producto de la fermentación del lactobacillus casei seco.

CONTENIDO CALÓRICO (Calculado): La energía metabolizable es de 3475 kcal/kg (396 kcal/120g por taza).

CL | IMPORTADO POR: Cornecan SA, Senegal Norte 2517, Vilacura Santiago, Chile. t. 011-549-359-2559. Numero de Registro:

CO | IMPORTADO POR: Veterinaria Especializada LTDA. Cl 82 A 22-24 Bogotá, Colombia. t. 011 57 (317) 402-2844. Numero de Registro:

DO | IMPORTADO POR: GenVet, SRL, Diamond Mall, Suite 55 A, Primer Piso, Av Los Próceres esquina Calle Euclides Morillo, Arroyo Hondo Viejo, Santo Domingo, Republica Dominicana. t. 1-809-543-2200. Numero de Registro:

PE | IMPORTADO POR: Vetpharma Peru EIRL, Av. Alameda Los Pinos Mz. N1 Lote 26 Urb. Villa Marina, Chorrillos, Lima-Peru. t. 011-511-254-6417. Numero de Registro:

### DAILY RATION AND FEEDING GUIDE

GUIA DE ALIMENTACIÓN



8 OZ CUP IS 114 G OF FOOD

### DOG WEIGHT

PESO DEL PERRO

LB	KG
4 lb	2 kg
11 lb	5 kg
22 lb	10 kg
44 lb	20 kg
66 lb	30 kg
88 lb	40 kg
110 lb	50 kg
132 lb	60 kg

### LESS ACTIVE

1 hour or LESS daily exercise

#### SEDENTARIO

CUPS/DAY	GR/DAY
1/3 c	38 g
2/3 c	76 g
1 c	114 g
1 1/3 c	190 g
2 1/3 c	266 g
3 c	342 g
3 1/3 c	380 g
4 c	456 g

### ACTIVE

1 hour or MORE daily exercise

#### ACTIVO

CUPS/DAY	GR/DAY
1/3 c	57 g
1 c	114 g
1 1/3 c	171 g
2 1/3 c	285 g
3 1/3 c	399 g
4 1/3 c	485 g
5 c	570 g
5 1/3 c	656 g

EVERY DOG IS DIFFERENT. FEEDING AMOUNT WILL VARY WITH AGE AND ACTIVITY.

Use this chart as an initial guide and adjust amounts accordingly.

Feed twice daily and always provide fresh clean water.

PUPPIES: at 1½ - 3 months old feed twice the adult amount, at 3 - 6 months feed 1½ times the adult amount. At 6 - 11 months feed 1¼ times the adult amount.

GESTATION: increase from 25% to 50% of the adult amount.

LACTATION: feed 'free choice'.

THIS 13 LB PACKAGE OF ACANA IS MADE WITH OVER

## 95 PREMIUM ANIMAL INGREDIENTS

Half are **FRESH** or **RAW** and loaded with goodness and taste, and half are **DRIED** or **OILS** that provide a strong and natural source of animal proteins and fats.

OVER 4½ LB DELIVERED FRESH or RAW | PRESERVATIVE-FREE



1½ LB\*  
CHICKEN, LIVER, KIDNEY

\*APPROXIMATE AMOUNTS



1½ LB\*  
TURKEY, LIVER, KIDNEY



6½ oz\*  
FRESHWATER CATFISH



6½ oz\*  
WHOLE EGGS



5¼ oz\*  
RAINBOW TROUT



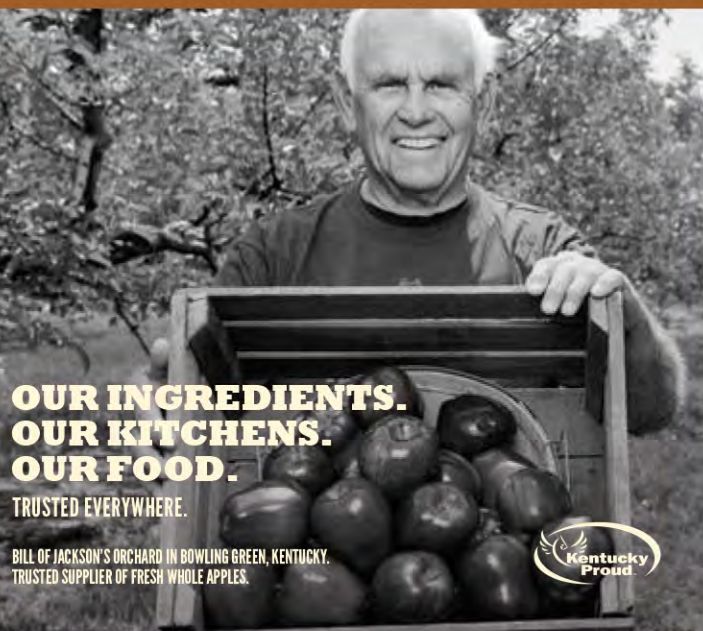
## WHOLEPREY™ DIET

POULTRY | ORGANS | CARTILAGE

IN HER ETERNAL WISDOM, MOTHER NATURE MATCHED THE NUTRIENTS FOUND IN WHOLE PREY ANIMALS TO PERFECTLY MEET THE NEEDS OF YOUR DOG.

Mirroring Mother Nature, ACANA WholePrey™ foods feature a nourishing balance of poultry, organs and cartilage plus whole eggs — all of which reflect the whole prey animal. **DELIVERING NUTRIENTS NATURALLY.**

That's why you won't find long lists of synthetic additives in ACANA foods.



**OUR INGREDIENTS.  
OUR KITCHENS.  
OUR FOOD.**  
TRUSTED EVERYWHERE.

BILL OF JACKSON'S ORCHARD IN BOWLING GREEN, KENTUCKY.  
TRUSTED SUPPLIER OF FRESH WHOLE APPLES.



MADE IN KENTUCKY BY CHAMPION PETFOODS USA INC.  
12871 BOWLING GREEN ROAD, AUBURN, KENTUCKY 42206  
EU REG. 1 CHAMPIONPETFOODS.COM

**DOGSTAR®  
KITCHENS**

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**MEADOWLAND  
REGIONALS FORMULA  
13LB | 5.9KG**



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